

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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SAMANTHA ZUCKERMAN, an infant,
By her parent and natural guardian, 08 Civ. 3913 (NRB)(KNF)
ROBERTA ZUCKERMAN, and ROBERTA
ZUCKERMAN,

Plaintiffs,

-against-

CAMP LAUREL,

Defendant.
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DECLARATION OF KIMBERLY CARLSTROM

I, Kimberly Carlstrom, declare and state as follows:

1. I am a professional typesetter, and have been so for the last twenty years. I am the owner and operator of The Producers, a desktop publishing company located at 34 Harding Avenue, Lynbrook, New York 11563. Typesetting involves the presentation of textual material in graphic form on paper or some other medium. Years ago, typesetting was done by hand, though today almost all typesetting is performed with the assistance of computers.

2. I have been asked to review a certain document headed "CAMP LAUREL - 2006 RE-ENROLLMENT" referable to a camper, Sammie Zuckerman (the "Document") and to opine as to the type size of certain text contained therein. The Document is attached to the Declaration of Keith M. Klein, dated May 13, 2008, and is duplicated at 100% scale and attached hereto as my Exhibit 1. The following is my opinion concerning same, stated and given with a reasonable degree of professional certainty.

3. I have examined the type size of the text immediately set forth under the heading "TERMS" and immediately above the line beginning with "Parent Signature" (the "Text"). I understand that New York Law requires that point size be measured by the height of lower case letters, exclusive of ascenders or descenders. Cognizant of that requirement, I have measured the type in question and compared same to print of known type sizes. The size of the Text is significantly less than eight (8) point type, and actually approximates a type size of six (6) point.

I declare under the penalties of perjury this 4th day of June, 2008 that the foregoing statements are true and correct.



KIMBERLY CARLSTROM

EXHIBIT "1"

SEP.19'2005 15:14

#2048 P.001/001

CAMP LAUREL - 2006 RE-ENROLLMENTCamper Name: Sammie ZuckermanBirth Date: April 15, 1994Camper Email: szuckerman@trevar.net.orgCamper's Home Address: 75 West End Avenue, R14E
New York, NY 10023Mother's Work Phone: 917-322-5246Mother's Email: roberta.zuckerman@cnb.comParent: Larry and Roberta ZuckermanMother's Cell: 917-921-1864Home Phone: 212-581-7270Father's Work Phone: 646-424-9071Home Fax: 917-322-5225Father's Email: guitarboy1@mac.comFather's Cell: 917-921-9557

1.	Current Grade: <u>6</u> ('05-'06 School Year)	Current School: <u>Trevar Day School</u>
2.	EQUESTRIAN: Should camper be enrolled in the Equestrian Program?	YES <input type="checkbox"/> NO <input type="checkbox"/>
3.	SIBLINGS: I have another child who will attend Laurel as a <u>new camper</u> in 2006:	
	Name: _____ Birth Date: _____ Grade: _____ Boy: <input type="checkbox"/> Girl: <input type="checkbox"/> Email: _____	
	School: _____ Equestrian: Yes <input type="checkbox"/> No <input type="checkbox"/>	
	Name: _____ Birth Date: _____ Grade: _____ Boy: <input type="checkbox"/> Girl: <input type="checkbox"/> Email: _____	
	School: _____ Equestrian: Yes <input type="checkbox"/> No <input type="checkbox"/>	
4.	<input type="checkbox"/> I have enclosed a deposit check of \$2000 for each child. <input checked="" type="checkbox"/> - or - <input checked="" type="checkbox"/> I have signed the Visa / Mastercard Authorization below.	

TERMS:

The Directors reserve the right, at their sole discretion, to withdraw any camper whose influence or actions are deemed unsatisfactory to the Camp or who will not live within the rules and policies of the Camp. If this occurs, no reduction or return of fee, or any part thereof, will be made. Due to fixed costs and expenditures based on definite enrollment and dates, no refunds or reduction can be made for entering late or withdrawing early.

I understand that part of the camping experience involves activities and group living arrangements that may be new to my child, and that they come with certain risks and uncertainties beyond what my child may be used to dealing with at home. I am aware of these risks and I am assuming them on behalf of my child. I realize that no environment is risk-free, and I have instructed my child on the importance of abiding by the camp's rules, and my child and I both agree that he or she is familiar with these rules and will obey them. My child has permission to participate in all camp programs, camp trips and special outings planned and supervised by Camp Laurel.

It is agreed that any dispute or cause of action between the parties, whether out of this agreement or otherwise, can only be brought in a court of competent jurisdiction located in Kennebec County, Maine and shall be construed in accordance with the laws of Maine.

In the event I cannot be reached in an emergency when my child is under Camp Laurel supervision, I hereby give permission to the physician selected by the Camp Director to secure proper medical treatment for my child.

I give Camp Laurel permission to reproduce and publish any photograph, video or likeness of my child for any commercial purpose.

I have read and agree to the terms outlined above.

Parent Signature (required):

Date:

9/19/05**Visa / Mastercard**

I authorize Camp Laurel to charge the enrollment deposit and all further payments for camp to my credit card.

Cardholder's Name (print):

Roberta K Zuckerman

Cardholder's Signature:

Card # (Visa / Mastercard only):

5466 7217 1000 5734

Exp. Date:

06/08

Credit Card Billing Address (if different than home address):

S/A/A